

Civil Procedure. This Court has admiralty jurisdiction over this claim pursuant to 28 U.S.C. §1333.

THE PARTIES

2. At all material times herein, Plaintiff IBME was and is a foreign business entity which maintains a place of business at Liwa Heights, Jumeirah Lake Towers, P.O. Box 283933, Dubai, United Arab Emirates.

3. Upon information and belief, at all material times, Defendant Victore Ships Line Pvt. Ltd. is a foreign business entity with a place of business at 320/321, B Wing, 3rd Floor, Sai Chamber, Office 321 Sec. 11, C.B.D. Belapur, Navi Mumbai, Maharashtra, India 400614.

IBME'S BREACH OF CONTRACT CLAIM AGAINST VICTORE SHIPS LINE PVT. LTD.

4. On or about August 21, 2008, Plaintiff IBME provided marine fuel oil ("bunkers") to the vessel PONMUDI on the order of, inter alia, Victore Ships Line Pvt. Ltd. ("Bunkering Contract"). IBME's invoice submitted in connection with the Bunkering Contract is attached hereto as Exhibit A.

5. Pursuant to the terms and conditions of the Bunkering Contract, Plaintiff IBME is entitled to interest at the rate of 2% per month on all outstanding amounts for which payment is not timely received.

6. Plaintiff IBME has fully performed its obligations under the Bunkering

Contract and has duly demanded payment from Defendant.

7. Defendant has admitted its liability for amounts due under the Bunkering Contract and interest at the agreed rate. Defendant has, nevertheless, refused and failed to pay the amount due.

8. According to the terms and conditions of the Bunkering Contract, Danish law applies to any disputes arising thereunder. Under Danish law, attorneys fees are recoverable by the prevailing party. Accordingly, Plaintiff estimates the value of its claim to be:

| | |
|--------------------------|---|
| Outstanding Principal | \$ 59,842.20 |
| Interest for three years | \$ 43,086.38 (\$ 59,842.20 X .24/year x 3) |
| Attorneys Fees | <u>\$ 25,000.00</u> |
| Total Claim: | \$ 127,928.58 |

BASIS FOR RULE B ATTACHMENT

9. Defendant cannot be found within the District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, but, on information and belief, has, or will have, during the pendency of this action, property within the District, including funds or credits being held by, or transferred through, one or more garnishee banks or financial institutions within the District.

10. Defendant is engaged in the international shipping industry. It is the custom in the international shipping industry for payments to be made in U.S. dollars. For instance, the Bunkering Contract requires payment from Defendant to be made in U.S. dollars.

11. International U.S. dollar wire transfers are processed by intermediary banks located mainly in New York City through the Clearing House Interbank Payment System ("CHIPS"). Accordingly, Plaintiff believes property belonging to the Defendant is likely to be located in this District in the possession of those intermediary banks identified as garnishees herein.

WHEREFORE, Plaintiff prays:

A. That process in due form of law in accordance with Rule B of the Supplemental Rules for Certain Admiralty Claims and in the form of a Process of Maritime Attachment and Garnishment be issued and levied against all property of Victore Ships Line Pty. Ltd. within the District, including all funds being held by, or being transferred through, one or more of the garnishee banks or financial institutions within the District up to the amount of \$ 127,928.58.

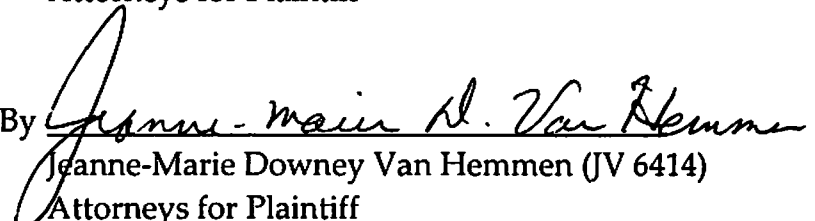
B. That process in due form of law issue against Victore Ships Line Pty. Ltd., citing them to appear and answer under oath the matters alleged in this Verified Complaint, failing which default judgment be entered against it in the sum of \$ 59,842.20, plus interest at the agreed rate of 2% per month and attorneys fees and costs of this matter;

C. That judgment be entered against Defendant Victore Ships Line Pty. Ltd. for an amount of \$ 59,842.20 plus interest at the agreed rate of 2% per month and attorneys fees and costs of this matter; and

D. That this Court grant Plaintiff International Bunkering (Middle East) DMCC, attorneys fees, interest and costs and such other, further and different relief as is deemed just and proper.

Dated: October 13, 2009

BETANCOURT, VAN HEMMEN, GRECO & KENYON LLC
Attorneys for Plaintiff

By 
Jeanne-Marie Downey Van Hemmen (JV 6414)
Attorneys for Plaintiff
46 Trinity Place
New York, New York 10006
212-297-0050

ATTORNEY VERIFICATION

I, JEANNE-MARIE D. VAN HEMMEN, hereby declare under penalty of perjury as follows:

I am a member of the firm Betancourt, Van Hemmen, Greco & Kenyon LLC, attorneys for Plaintiff herein. I have read the foregoing Verified Complaint, and know the contents thereof, and the same are true and correct to the best of my knowledge, information and belief. I have reviewed documentation concerning this matter provided by Plaintiff and have corresponded with them on the information provided. I am authorized by Plaintiff to make this verification. I am making this verification since there is no officer or director of Plaintiff is within the District to execute same. Pursuant to 28 U.S.C. §1746, I declare under penalty of perjury that the foregoing is true and correct. Executed on October 13, 2009.

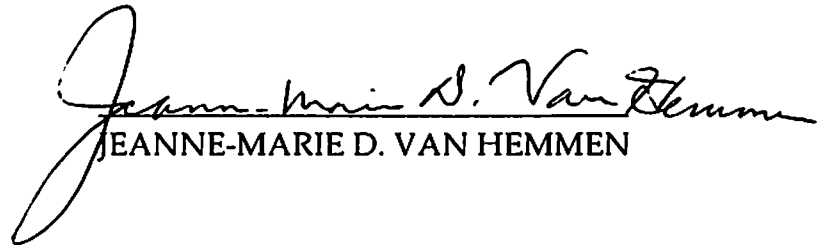

JEANNE-MARIE D. VAN HEMMEN

Exhibit A

Order 87488

M/S PONMUDI and/or master and/or
owners and/or charterers and/or
managers and/or operators and/or
Victore Ships Line Pvt. Ltd
Sai Chamber, 3rd Floor, Office 321
Sec. 11, C.B.D. Belapur
Navi Mumbai
INDIA

Invoice No.: 11155
Date: 31/08/2008
Customer No.: 3195
Our Reference: CKL/SEN
Order No.: 87488
Delivery Date: 21/08/2008
Your Reference:

Vessel name: PONMUDI
Port: Adabiya

INVOICE

| Description | Quantity | Unit | Unit Price USD | Total USD |
|--------------------------|----------|---------|----------------|-----------|
| Gas-Oil | 39.8610 | Mts. | 1,495.00 | 59,592.20 |
| Small Delivery Surcharge | 1.0000 | Lumpsum | 250.00 | 250.00 |

| | | |
|-------------------------|------------|------------------|
| Total Amount Due | USD | 59,842.20 |
|-------------------------|------------|------------------|

Value on our account, 03 September 2008

Please transfer full payment to:
Nordea Bank Denmark A/S
Erhvervsafdelingen Fyn.
Vestergade 64
DK-5100 Odense C

Beneficiary :

International Bunkering (Middle East) DMCC
USD Account No. 5036 137 616
IBAN No.: DK 4620005036137616
S.W.I.F.T:NDEADKKK

International Bunkering (Middle East) DMCC
AED Account No. 5036 137 624
IBAN No.: DK 2420005036137624
S.W.I.F.T:NDEADKKK

Reference: 11155

All Bank charges are on Remitter's Account